



Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

DATE: January 22, 1998
TO: Division of Records and Reporting
FROM: Stephanie Clapp, Division of Water and Wastewater *e bsa gn ds*
RE: Docket No. 98-010-001, Request for cancellation of Certificate No. 484-S in St. Lucie County by Holiday Out at St. Lucie, due to transfer of all customers to public wastewater system of St. Lucie County

Please add to the docket file:

1. Attached letter dated October 29, 1997, from Mr. William R. Blazak, Utility Director of St. Lucie County, stating that a master pump station located on the Holiday Out property is owned and operated by St. Lucie County to serve South Hutchinson Island which includes the Holiday Out complex.
2. Attached letter dated November 26, 1997, from Jane L. Cornett, attorney for Holiday Out Condominium, stating that the collection lines are maintained as part of the common elements belonging to all the owners at Holiday Out and that no service is provided to the public.
3. Attached letter dated January 13, 1998, from Jane L. Cornett, attorney for Holiday Out, stating that all owners at Holiday Out are members of the Holiday Out Condominium Association by virtue of the Declaration of Condominium which was recorded in the St. Lucie County Public Records.

Please note that two copies of each letter are provided.

Thank you.

ACK _____
 AFA _____
 APP _____
 CAF _____
 CMU _____
 CTR _____
 EAU _____
 LEA _____
 LIR _____
 OLR _____
 RIR _____
 SEI _____
 WAS _____
 OTH _____

Attachments - 3
 cc: Cleveland Ferguson, Division of Legal Services

DOCUMENT NUMBER-DATE
 [REDACTED] JAN 27 98
 FPSC-RECORDS/REPORTING

BOARD OF COUNTY
COMMISSIONERS



UTILITIES
DEPARTMENT

WILLIAM BLAZAK
DIRECTOR

October 29, 1997

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NOV 3 1997

Florida Public Service Commission
Director of Water and Wastewater
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0873

Florida Public Service Commission
Division of Water and Wastewater

Attn: Ms. Billie Messer

Subj: **Holiday Out / South Hutchinson Island / St. Lucie County**

Dear Ms. Messer:

As a follow up to our conversation on October 23, 1997, please consider the following: St. Lucie County has recently completed construction of a regional wastewater facility on South Hutchinson Island which will serve the Holiday Out complex. Holiday Out has a master pump station located on their property that has eliminated the need for their wastewater treatment facility that was previously in operation. The master pump station is owned and operated by St. Lucie County, but the existing on-site collection system and related appurtances will remain the responsibility of Holiday out. If my office can be of any further assistance with this matter, please feel free to contact us.

Sincerely,

William R. Blazak
Utility Director

cc Jane Cornett, Esquire

DOCUMENT NUMBER-DATE

01485 JAN 27 1998

LAW OFFICES OF
WACKEEN, CORNETT & GOOGE, P. A.

W. THOMAS WACKEEN*
JANE L. CORNETT
HOWARD E. GOOGE
DEBORAH L. ROSS
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CHARLES W. SINGER
OF COUNSEL

*BOARD CERTIFIED CIVIL TRIAL LAWYER

97 DEC - 1 1997
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DEC 1 1997

Florida Public Service Commission
Division of Water and Wastewater

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November 26, 1997

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DEC 1 1997

Florida Public Service Commission
Division of Water and Wastewater

Ms. Billie Messer
Florida Public Service Commission
Water and Wastewater
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0873

R. HOLIDAY OUT, ST. LUCIE COUNTY, FLORIDA
Certificate No. 484S Docket No. 971049-SU

Dear Ms. Messer:

Our firm serves as general counsel to Holiday Out Condominium. We have been assisting Holiday Out in their application to close the Holiday Out Public Service Commission permit file and discontinue its role as a publicly regulated utility. You have informed us that because Holiday Out is the owner of the collection lines within the condominium common elements, there may be some jurisdictional basis for the Public Service Commission to require a permit. But a permit would not be necessary if Holiday Out qualifies as a utility cooperative. The purpose of this letter therefore is to inform you and provide record information for the file that Holiday Out is a condominium association and all the utility collection lines which it maintains are part of the common elements belonging to all the owners at Holiday Out. At no time do they provide service to the public. Holiday out should therefore be exempt from the requirements of Chapter 366 since it is not a public utility.

If you need any further information or you have any further questions, please do not hesitate to contact the undersigned.

Sincerely,

WACKEEN, CORNETT & GOOGE, P.A.


Jane L. Cornett, Esquire

JLC/tk

cc: Holiday Out Condominium

LAW OFFICES OF
WACKEEN, CORNETT & GOOGE, P. A.

W THOMAS WACKEEN*
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JAN 16 1998

Florida Public Service Commission
Division of Water and Wastewater

January 13, 1998

Stephanie Clapp, Florida Public Service Commission
Water and Wastewater Management
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0873

**RE: HOLIDAY OUT AT ST. LUCIE
CERTIFICATE NO.: 484S DOCKET NO: 971049-SU**

Dear Ms. Clapp:

This will be a follow-up of our phone conversation at which time I informed you that Holiday Out is a condominium pursuant to Florida Statute 718 and is registered with the Division of Land Sales and Condominiums, Department of Business Regulations in Tallahassee. Indeed, Holiday Out is one of the oldest condominiums in the St. Lucie County area. All of the owners at Holiday Out are members of the Holiday Out Condominium Association by virtue of the Declaration of Condominium which was recorded in the St. Lucie County Public Records. A copy of the relevant section of the Declaration is attached for your information. All of the maintenance responsibilities carried out by Holiday Out, as a condominium association, are accomplished pursuant to its responsibilities as set out in the Declaration of Condominium.

If you have any questions or need any additional information, please don't hesitate to give me a call.

Sincerely,

WACKEEN, CORNETT & GOOGE, P. A.



Jane L. Cornett, Esquire

JLC/tlk

Enclosure

cc: Holiday Out Condominium

HOLIDAY OUT AT ST. LUCIE.

A Condominium

DECLARATION OF CONDOMINIUM

**(Original Declaration of Condominium and all
Amendments in Safety Deposit Box, Southeast
Bank, Jensen Beach, Florida. Copy is retained
in Condominium Office).**

Revised through 3/12/90.

HOLIDAY OUT AT ST. LUCIE,
A Condominium
DECLARATION OF CONDOMINIUM

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DECLARATION OF CONDOMINIUM

I.

SUBMISSION STATEMENT

The undersigned, being the owner of record of the fee simple title to the real property situate, lying and being in St. Lucie County, Florida, as more fully described in the attached Schedule "A", hereby states and declares that said realty, together with improvements thereon is submitted to condominium ownership, pursuant to the Condominium Act of the State of Florida, Chapter 711 Et Seq., Florida Statutes, 1965. (hereinafter referred to as the Condominium Act), and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration.

Definitions: As used in this Declaration of Condominium and By-Laws attached hereto, and all Amendments thereto, unless the context otherwise required, the following definitions shall prevail:

A. Declaration, or Declaration of Condominium, or Enabling Declaration, means this instrument, as it may from time to time be amended.

B. Association or Corporation means HOLIDAY OUT AT ST. LUCIE, a Condominium, a Non-profit Corporation, being the entity responsible for the operation of the Condominium.

C. By-Laws means the By-Laws of HOLIDAY OUT AT ST. LUCIE, a Condominium, as they exist from time to time.

D. Common Elements means the portions of the Condominium property not included in the Units.

E. Limited common element means and includes limited common areas so designated in the condominium declaration, the use of which is not limited solely to the condominium but may be used by the developer and its successors and its assigns for access, ingress and egress to land lying west of the condominium properties.

(Item B. Amended eff. 1/27/68. Rec. 3/25/68 OR Book 171, pg. 124 & 125).

(Item B. Amended eff. 2/21/76. Rec. 4/12/76 OR Book 251, pg. 238).

(Item B. Amendment rescinded eff. 4/10/76. Rec. 4/15/76 OR Book 251, pg. 729).

F. Condominium means that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements.

G. Condominium Act means and refers to the Condominium Act of the State of Florida, Chapter 711 Et Seq., Florida Statutes, 1965, as same may be amended from time to time.

H. Common Expenses means the expenses for which the unit owners are liable to the Association.

I. Common Surplus means the excess of all receipts of the Association, including, but not limited to assessments, rent, profits and revenues on account of the common elements, over the amount of common expense.

J. Condominium Property means and includes the land in a condominium, whether or not contiguous, and all improvements thereof, and all basements and rights thereto, intended for use in connection with the condominium.

K. Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit owner. #1167559 OR BK 0779 PAGE 1758 3/11/92

L. Condominium Parcel means a unit, together with the undivided share of the common elements, which is appurtenant to the unit.

M. Condominium Unit, or Unit, means a part of the condominium property which is to be subject to private ownership.

N. Unit Owner, or Owner of a Unit, or Parcel Owner, means the owner of a condominium parcel.

O. Developer means HOLIDAY OUT IN AMERICA AT ST. LUCIE, INC., a Florida Corporation, its assigns or successors.

P. Institutional Mortgagee means a Bank, Savings & Loan Association, Insurance Company, or Union Pension Fund, authorized to do business in the State of Florida or an Agency of the United States Government.

Q. Occupant means the person or persons, other than the Unit Owner, in possession of a unit.

R. Condominium Documents means this Declaration, the By-Laws and all Exhibits annexed hereto as the same from time to time may be amended.

S. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Section 3 of the Condominium Act.

II.
NAME

The name by which this Condominium is to be identified is:

HOLIDAY OUT AT ST. LUCIE, a Condominium.

III.

IDENTIFICATION OF UNITS

The condominium property consists essentially of 600 units in all (the attached map or plat of survey does not show all of the units involved. The developer will, from time to time, enter other descriptions of lands included in the condominium declaration, as then sub-divided, PROVIDED, however, that the total number of condominium units will not exceed 600 in number. Provided further, that hereinafter and in all of the condominium documents the additional units, herein mentioned, and over and above those in the attached maps or plats, shall be considered to be part of the condominium for all intents and purposes). For the purpose of identification all units in the area on said condominium property are given identifying numbers and delineated on the survey exhibits collectively identified as Exhibit "B", attached hereto and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the parcel. The said Exhibit "B" also contains a Survey of the land, a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, as evidenced by the Certificate of the Registered Land Surveyor hereto attached. The legend and notes contained within the said exhibit are incorporated herein and made a part hereof by reference.

Provided, further, that until each unit or parcel subject to private ownership has been prepared for occupancy, or sold by the developer, or has been rented one time, the said parcel shall not be deemed to have been submitted to this declaration; however the happening of any of the above conditions automatically creates the said unit as a part of this condominium declaration, without more. #1099174 3/12/91 OR BK 0729, Pg. 2457

IIII

OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the condominium shall own an undivided 536th interest in the common elements and limited common elements. Amended #358697 OR Book 264, pg. 1360, 2/77. Amended #399154 OR Book 284, pg. 2121, 4/78

The fee title to each condominium parcel shall include both the condominium unit and the above respective undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the condominium unit. Any attempt to separate the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically provides or requires.

These common elements include, but are not limited to the following: The water distribution system, the sewage collection system, the electrical distribution system (excepting the electric billed to each trailer for individual use), the roads within the condominium property (excepting state or federal roads), pathways, as shown on the condominium subdivision plat, bath houses, office building and the land on which it sits, recreational facilities in the recreation area, service facilities located in common use areas, beaches, parks, parking areas, drainage facilities, and any other areas which are for the common benefit and enjoyment of the owners of the units. Amended #818563 OR Book 538, pg. 199, 4/87 - Amended #942423, OR Book 620, pg. 2919, 1/16/89

Mail boxes shall be included as limited common elements with the expense for the maintenance of each mail receptacle to be borne by the unit owner receiving its exclusive benefit. Amendment #1031374 OR Book 681, page 1813, 3/90.

V. VOTING RIGHTS

There shall be one person, with respect to each unit ownership, who shall be entitled to vote at any meeting of the unit owners - such person shall be known (and is, hereinafter referred to) as a "voting member."

If a unit is owned by more than one person, the owners of said unit shall designate one of them as a voting member, or in the case of a corporate unit ownership, an officer or an employee thereof shall be designated the voting member. The designation of the voting member shall be made as provided by, and subject to, the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of units in the Condominium, as declared as of that date, and each condominium unit shall have no more and no less than one equal vote in the Association. If one individual owns two condominium parcels, he shall have two votes. The vote of a condominium unit is not divisible.

Unit ownership, for the purposes of voting rights, is defined as ownership in fee title; however, should a person acquire the unexpired term of a ninety-nine year leasehold interest in and to a unit, said Lessee shall be entitled to the voting rights for said unit. Amended #358697 OR Book 264, pg. 1350 A, 2/77 - Amended #399154 OR Book 284, pg. 2121, 4/78

VI. COMMON EXPENSES AND COMMON SURPLUS

The common expenses of the condominium shall be shared by the unit owners as specified and set forth in Item IIII hereinabove. The foregoing ratio of sharing common expenses and assessments shall remain regardless of the purchase price of the condominium parcels, their location or the square footage included in each condominium unit.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements.

VII.

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular meeting or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of voting members casting not less than three-fourths (3/4) of the total vote of the members of the Association present and voting.
Amended eff. 2/14/74. Rec. 2/21/74 OR Book 224. pg. 263 & 264.

All Amendments shall be recorded and certified as required by the Condominium Act. No Amendment shall change any Condominium parcel nor a Condominium unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof, and all record owners of mortgages, or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights of any Lessor's interest under any lease.

VIII.

BY - LAWS

The operation of the condominium property shall be governed by the By-Laws which are set forth in a document entitled "By-Laws of HOLIDAY OUT AT ST. LUCIE, a Condominium" which is annexed to this Declaration, marked Exhibit "C" and made a part hereof.

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment of this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel(s).

VIII.

THE OPERATING ENTITY

The name of the association responsible for the operation of the condominium is set forth in Article VIII hereinabove; said Corporation is a non-profit Florida Corporation, organized and existing pursuant to the Condominium Act. The said Association shall have all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association, and its Articles of Incorporation, which Articles of Incorporation are attached hereto, marked Exhibit "D" and made a part hereof.

Every owner of a condominium parcel, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, and shall be bound by the By-Laws of said Association, the Articles of Incorporation of the Association, and by the provisions of this Declaration.
(Renumber VIII to VIII eff. 1/27/68. Rec. 3/25/68 CR Book 171. pg. 124-125).

X.
ASSESSMENTS

The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other assessments as are specifically provided for in this Declaration and the By-Laws attached hereto. The procedure for the determination of such assessments shall be as set forth in the By-Laws of the Association.

The common expenses shall be assessed against each Condominium parcel owner, as provided in Article VI of this Declaration.

The monthly assessment shall be due and payable on the first day of each month of the calendar year. Assessments that are unpaid for over ten (10) days after due date, shall bear interest at the highest rate allowed by law per annum, from due date until paid. Amended #530425 OR Book 356, pg. 1528. 6/81, #650910 OR Book 428, pg. 1696. 4/84, #1031374 OR Book 681, pg. 1813. 3/90

The Association shall have a lien on each Condominium parcel for any unpaid assessments, together with interest thereon, against the unit owner of such condominium parcel, together with a lien on all tangible personal property located upon said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of a unit owner on payment of his obligation.

The Board of Directors may take such action as they deem necessary to collect assessments by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel, and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.